

#233

**COLLECTIVE
BARGAINING
AGREEMENT**

Between

California Processors, Inc.

and

**Teamsters
California State Council
of**

**Cannery and Food Processing Unions,
International Brotherhood of Teamsters**

as

Adopted June 22, 2000

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AGREEMENT

This COLLECTIVE BARGAINING AGREEMENT entered into this 22nd day of June, 2000, between **California Processors, Inc.**, hereinafter called the "Employer", and the **Teamsters California State Council of Cannery and Food Processing Unions, International Brotherhood of Teamsters**, hereinafter called the "Union", shall operate as a Master Agreement between said Employer and said Union for purposes of establishing uniform wages, hours and working conditions as hereinafter defined, and a harmonious relationship between employees and companies engaged in the fruit, vegetable and related products processing industry of California.

This Agreement shall be binding upon each of the individual companies (hereinafter called "company"), members of the California Processors, Inc., for the plants designated, and upon each of the individual locals affiliated with the Teamsters California State Council of Cannery and Food Processing Unions, International Brotherhood of Teamsters (hereinafter called "local"), for the local unions designated. Each of said companies has authorized the Employer to be its sole collective bargaining representative, and each of said local unions and members thereof has authorized the Union to be its sole collective bargaining representative for the negotiation and execution of this Agreement.

The Execution of this Agreement shall bind each company and each local union as follows: The company will pay the wages herein specified and perform the agreements on its part as set forth, and the local union through its members will do the work herein described and perform the agreements on its part as set forth, each without limitation or reservation, except as hereinafter expressed.

WITNESSETH: That in consideration of the premises it is mutually agreed as follows:

Section I

PRIOR AGREEMENTS

All previous interpretations and rulings, such as Adjustment Board decisions, Arbitration Board decisions, arbitrators' decisions, and sick pay or job classification decisions which conflict with or are superseded by the specific provisions of this

Agreement shall be given no weight or consideration whatsoever in the settlement of disputes involving the interpretation of this Agreement.

Section II

RECOGNITION AND EMPLOYMENT PRACTICES

- A. For the purpose of collective bargaining, the Employer recognizes the Union as the sole agency representing all the employees of member companies who perform the work covered by Section III hereof, and the Union recognizes the Employer as the sole agency representing its member companies.
- B. There shall be no discrimination of any kind by any company or local union against any employees or members because of race, creed, sex, color, age, national origin, physical handicap, disability or any other legally protected status. The Employer and the Union mutually support all affirmative action efforts directed towards the expansion of equal employment opportunities within the Industry.
- C. There shall be no discrimination of any kind by any company against any employees on account of local union affiliation or on account of bona fide local union activity of such persons.

Section III

WORK COVERED

The following work is covered by this Agreement:

- A. 1. All work performed in companies' factories including buildings or lots where commodities or materials are processed or stored. Any of the companies' factories, buildings or lots not previously designated in this Collective Bargaining Agreement where work is performed within the jurisdiction of the Union shall be covered by all terms and conditions of this Collective Bargaining Agreement upon the commencement of the performance of such work.
- 2. Contract coverage shall apply to operation, maintenance or repair of vining equipment owned or leased by plants covered by this Agreement. This provision shall apply to exclude agricultural labor and operations of bona fide agri-

cultural departments. Box and bin repair which at the present time is being done by local union members on the premises of a plant covered by this Agreement and which is hereafter removed to another location within the jurisdiction of the Teamsters California State Council of Cannery and Food Processing Unions is covered by this Agreement, if the sole reason for such removal is to escape from the provisions of this Agreement; provided, however, that this provision will not be applied to disturb historical practices.

The parties shall negotiate a separate Master Receiving Station Agreement in accordance with agreed upon procedures.

- B. Consistent with Federal statutes, the Union agrees that during the life of this Agreement it will not surrender jurisdiction to any other union over any of the work covered by this Agreement. Similarly, the Employer, consistent with Federal statutes, agrees that during the life of this Agreement it will not grant recognition to any other union for any of the work covered by this Agreement.
 - C. The parties recognize both the desirability of preserving bargaining unit work and that it is proper under some circumstances for the company to subcontract certain of such work. Any subcontracting shall be subject to the following conditions:
 - i. when a Company determines to subcontract a job, it shall meet with the local union to determine whether bargaining unit employees can perform the work involved; and
 - ii. during the period when subcontracting is occurring, bargaining unit employees are assigned to perform the work on overtime at least equivalent to any overtime work performed by Employees of the subcontractor(s).
- Therefore, the parties agree to the following with respect to subcontracting provided, however, that the following applies to new and additional subcontracting only and shall not be applied to work which has been subcontracted prior to August 4, 1970:
- 1. The company may subcontract bargaining unit work as defined in Appendix A hereof when circumstances exist as provided in a. through e. below. Under these circum-

stances the Company will notify the local union ten (10) days prior to subcontracting work, except in emergencies. In cases of emergencies, the Company will notify the local union as soon as practicable of its decision to subcontract work.

- a. The employees lack the necessary competence to perform the work involved; or
 - b. there is lack of sufficient number of employees reasonably available to do the work within the required time limits; or
 - c. the equipment required to perform the work is not on the premises or is of a specialized type which has only occasional use and is not central to plant operations; or
 - d. new or modified equipment of specialized type is installed, and such installation or modification is generally performed by personnel employed by equipment manufacturers or representatives; or
 - e. the work is performed by employees of a public utility.
2. If other unusual circumstances require subcontracting, the company shall first notify the local union involved. If the parties cannot agree, the issue shall be submitted to an impartial Arbitrator, whose decision shall be final and binding. In the event the company subcontracts work and the Arbitrator subsequently finds the company is in violation of the provisions of the Agreement, the Arbitrator shall have the right to fashion any remedy deemed appropriate under the circumstances. No subcontracting (as provided in this paragraph No. 2) shall be undertaken, except in an emergency situation unless the agreement of the local is first obtained, or unless an impartial Arbitrator authorizes it.
- D. Any combination of two or more firms, parties to this Agreement, operating on the same premises and sharing or inter-changing employees within the same work day and/or work week shall, for purposes of the working hours' provisions of this Agreement, be defined as a single company.
- E. Salaried supervisors will not perform bargaining unit work except while training employees. A supervisor who performs no bargaining unit work is not claimed by the Union

to be within its jurisdiction and is not subject to the provisions of this Agreement. Upon request, a list of salaried supervisors who supervise bargaining unit employees and the department they supervise, shall be mailed to the Local Union each year.

Section IV EMPLOYMENT CONDITIONS

- A. The companies covered by this Agreement will not discourage union membership by employees, and said companies hereby recognize that employees are entitled to join the local union upon being hired, and thereby to enjoy immediately all rights and benefits of union membership. All employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the local union after the thirtieth (30th) day of employment under this Agreement, in accordance with the provisions of the Labor Management Relations Act of 1947.
- B. The company will deduct from their wages and turn over to the proper officers of the local union the initiation fees and dues of such members of the local union as individually and voluntarily certify in writing that they authorize such deductions.
- C. When requested by the local union, deduction authorizations shall be reported to the local union on a weekly basis. The monies collected for such initiation fees and dues shall be paid to the local union each week or deposited as deducted in a separate trust account, making payments thereof to the local union on a monthly basis or such other intervals as may be agreed upon between the local union and the company. The local union shall have a right to review the company's records in regard to issues of union authorization and/or dues deductions.
- D. The company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE or such other Political Action Committee designated by the union. The company shall be notified of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes

any weeks other than a week in which the employee earned a wage. The company shall transmit to the designated Political Action Committee on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paychecks. The union shall reimburse the company annually for the company's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section V WORKING HOURS

- A. **Work Week.** All weeks shall be weeks of not more than forty (40) hours at straight-time.
1. For each of the days Monday through Friday inclusive, straight-time and overtime for hours worked shall be paid as follows:
First eight hours—straight-time.
Next four hours—one and one-half (1½) times the straight-time rate.
Over twelve hours—two (2) times the straight-time rate.
 2. For each Saturday and Sunday, payments for hours worked shall be as follows:
First eight hours—one and one-half (1½) times the straight-time rate.
Over eight hours—two (2) times the straight-time rate.
 3. Work performed on Saturdays shall be paid for at the rate provided in 2. above provided, however, that any employee who remains away from the job during the week without excused absence granted by the company shall not receive that rate for such Saturday work but only for any portion of the employee's work that exceeds forty (40) straight-time hours in the particular work week; and further provided that any employee who starts work after the beginning of the work week at the start of processing a particular product, shall receive overtime only for any Saturday hours which exceed forty (40) straight-time hours worked by the employee

in the particular work week, except that employees working on non-perishable products on Saturday will be paid at the rate in 2. above. Employees who do not qualify for one and one-half (1½) times the straight-time rate for Saturday hours under the above provisions will receive the straight-time rate plus twenty-five cents (25¢) for the hours worked up to forty (40) after which the contractual rates for Saturday shall apply, excluding the twenty-five cents (25¢).

4. Notwithstanding the above, upon request of the employer or the local union the parties may agree to institute a different work week schedule. The agreed upon alternate work week shall be submitted to the Teamsters California State Council of Cannery and Food Processing Unions and California Processors, Inc. Failure of the parties to agree to the alternate work week shall be subject to the grievance procedure by either party. However, the procedure cannot be implemented without the approval of the Teamsters Cannery Council and California Processors, Inc. The agreed upon terms and conditions of the different work week schedule shall be reduced to writing and subject to approval by at least three-fourths (¾) of the affected employees voting on such a request. The change in the work week may be applicable either to separate units within a plant or on a plant-wide basis. Any such approved schedule may be terminated by the employer upon submission of written notification to the local union or by the local union furnishing the employer written notification.
- B. Watchpersons shall receive the Bracket V rate as a minimum wage, and shall be governed by the same provisions as other workers relating to hours of work, except they shall receive straight-time for Saturdays and Sundays as such.
- C. General Conditions.
 1. **Call-in, Call-back Time.**
 - a. Any employee instructed to report for work, whether or not put to work, shall receive four (4) hours' pay. If an employee is specifically instructed by the company to stand by the phone and is not required to report to work, such employee shall receive four (4) hours pay. If an employee requests not to be assigned to stand by, the employee shall be allowed

to sign-off such stand by time provided a qualified alternate is available for assignment.

- b. Employees called in to perform emergency work prior to their normal scheduled shift starting time shall receive time and one-half their regular straight-time hourly rate for all time worked prior to their regularly scheduled shift starting time. In addition, such employees shall work their normal scheduled shift in accordance with A. above.
- c. The rate of pay for all time credited to the employee under the above rules shall be the employee's regular straight-time rate received for the preceding work day. Call-in time payments to incentive workers shall be at the contractual hourly rate.
- d. The foregoing payments for call-in time shall not apply if failure to provide work is due to any of the following:
 - (1) Failure of the public utilities to supply electricity, gas or water or the failure of its sewer systems.
 - (2) Failure to maintain or commence operations due to threats to employees or property when recommended by civil authorities.
 - (3) Overnight weather changes preventing harvesting of the crops in process. The company will attempt to notify employees of such lack of product due to overnight weather changes when it knows in advance of shift starting times of this condition and has sufficient time to notify all employees. The burden of proof on whether or not the company attempted to notify employees under the above provision shall be borne by the company in any grievance or arbitration proceeding.
- e. When an employee has completed the employee's regular shift and has left the company's premises and is called back to perform emergency work, the employee shall receive a minimum of four (4) hours' pay at the applicable overtime rate. If such recall occurs less than four (4) hours prior to the start of the employee's regular shift, said employee shall be paid at the overtime rate up to the time the regular shift

commences. The employee shall only be required to perform the emergency work or work related to an emergency. Intervening hours shall not count as hours of work.

2. Eight Hour Work Guarantee for Fourteen Hundred (1400) Hour Employees.

- a. Any fourteen hundred (1400) hour employee who is called to work on any straight-time day shall receive at least eight (8) hours' work or eight (8) hours' pay.
- b. The foregoing work guarantee shall not apply if failure to provide work is due to any of the following:
 - (1) Failure of the public utilities to supply electricity, gas or water or the failure of its sewer systems.
 - (2) Failure to maintain or commence operations due to threats to employees or property when recommended by civil authorities.
 - (3) Lack of product due to harvesting or substantiated delivery difficulties.
 - (4) Any labor disputes.
 - (5) The refusal of the employee to accept any work assignment for which the employee is qualified and physically able to perform.
 - (6) Employee absence for sickness or any other reason.

3. Seven Hour Work Guarantee for Seniority Employees With Less Than Fourteen Hundred (1400) Hours.

- a. When two shifts are operating on a particular product, seniority employees assigned to the first shift working on that particular product will be guaranteed at least seven (7) hours' work or seven (7) hours' pay. When three shifts are operating on a particular product, employees assigned to the first and second shifts working on that particular product will be guaranteed at least seven (7) hours' work or seven (7) hours' pay. The above seven (7) hour guarantee is applicable only on straight-time days.
- b. The rate of pay for all time credited to the employee under the above rules shall be the employee's regular straight-time rate. Payments to incentive workers shall be at the contractual hourly rate.

- c. If an employee is required by the company to take a shift other than the shift to which seniority would entitle the employee, this person shall receive a guarantee of no less than the number of hours the employee would have worked on the earlier shift.
- d. The foregoing payments for work guarantees shall not apply if failure to provide work is due to any of the following:
 - (1) Failure of the public utilities to supply electricity, gas or water or the failure of its sewer systems.
 - (2) Failure to maintain or commence operations due to threats to employees or property when recommended by civil authorities.
 - (3) Lack of product due to harvesting or substantiated delivery difficulties.
 - (4) On the first day of the start of the processing of each product and the last day when the processing of each product is being completed.
 - (5) Any labor disputes.
 - (6) The refusal of the employee to accept any work assignment for which the employee is qualified and physically able to perform.
 - (7) Employee absence for sickness or any other reason.
- 4. **Work Recesses.** Any work recess time shall be paid for at the applicable contractual hourly rate for both hourly and incentive workers, except that one (1) hour of such recess time need not be paid for if the cause was failure of any public utility to supply electricity, gas or water or the failure of its sewer systems. Any recess time which is paid for shall not be counted as time worked in computing daily overtime. Starting and ending time of all recesses shall be posted and employees may leave the premises of the company for the posted interval of the recess period.
- 5. **Relief Periods.** Each company shall authorize all employees to take adequate relief periods which shall be approximately in the middle of each half-day of work. In the event any question arises as to the adequacy of the relief periods, twelve (12) minutes within each four (4) hours worked shall be presumed to be adequate. The

twelve (12) minute relief period is intended to provide the employee with twelve (12) minutes away from the job and is not meant to be a required time to go to the lavatory. Employees should be allowed to leave their work to go to the lavatory as reasonably required.

Relief periods shall be in accordance with the following schedule:

<u>No. Hours Worked</u>	<u>Minimum Relief Period</u>
Up to 6 hours or less	1
Over 6 hours but less than 10 hours	2
Over 10 hours	3
Over 12 hours	4

in accordance with I.W.C. regulations.

The intent of the parties is that actual relief periods be scheduled in accordance with the provisions of this paragraph unless unusual circumstances prevent scheduling of such relief periods. However, the scheduling of relief periods may be altered by mutual agreement between the company and the local union so that payment in lieu of relief periods may be made.

When an employee is not granted a relief period, the employee shall receive an additional twelve (12) minutes pay for each such relief period not granted. Such payments shall be made at the rate which the employee would have received if the relief period had been granted.

- 6. **Meal Time.** Meal time shall normally be one (1) hour; however, a different meal period may be fixed by agreement in writing between the local union and the company. Either the local union or the company may request such different period, and neither shall unreasonably withhold approval.

The meal period may occur after the employee has worked at least three (3) hours but not more than five (5) hours, unless different periods are fixed in writing between the local union and the company. In the absence of such agreement, a penalty of one-half ($1/2$) the employee's straight-time hourly rate shall apply to

either the amount of time less than three (3) hours or more than the five (5) hours limitation, as the case may be.

Notwithstanding the foregoing, when there are shifts of eight (8) hours or less, and an entire department is shut down for the meal period, then the upper limit without a meal period shall be four (4) hours instead of five (5) hours (except for those employees who adjust machines or work on clean-up; the five (5) hour limit will apply to employees on these two assignments). In the event that the four (4) hour limit or the five (5) hour limit for machine adjusting and clean-up is exceeded, the one-half (1/2) straight-time penalty applies as in the above paragraph unless different periods are fixed by agreement in writing between the local union and the company.

- a. Meal periods shall not be changed from the normal schedule for the sole purpose of using meal periods to repair breakdowns.
- b. The company will not arbitrarily change the schedule of meal periods and the local union will not arbitrarily withhold approval for reasonable meal time schedules. Any dispute arising from failure of a local union to agree to a meal period of less than one (1) hour shall be resolved by secret ballot among the employees affected.
- c. Watchpersons and boiler room attendants shall either be given a regular meal period or shall be paid without deduction for meal periods. Other employees may be placed on the same basis as watchpersons and boiler room attendants by mutual agreement in writing between the local union and the company.
- d. An employee who is assigned emergency work by the company after the employee has started a meal period shall receive an additional one (1) hour of pay at the applicable rate and be permitted to finish said meal.

7. Interval Between Shifts.

- a. There shall be a lapse of eight (8) hours between the time an employee finishes one day or shift and starts another day or shift. When a "change over" occurs from one regular shift schedule to another regular shift schedule, this rule shall not apply. As used in this paragraph the term "regular shift" means at least five (5) working days. However, at the request of the employee, the lapse of eight (8) hours between shifts may be reduced to no less than four (4) hours if the change over is less than five (5) working days. Such employee request will be made in accordance with Section IX, Paragraph I.
- b. Except as provided for a "change over" in Paragraph "a" above, a penalty payment of one-half (1/2) the straight-time hourly rate shall be paid for the encroaching hours worked by an employee after the employee is called back short of the required eight (8) hour interval. All such encroaching hours shall be considered as part of the succeeding shift for purposes of computing daily overtime and required intervals for meal periods.

8. **Work Day.** A work day shall be from 6:00 A.M. to 6:00 A.M. of the following day.
9. **Working Hours.** Employees who start to work at 2:00 A.M. or later and before 6:00 A.M. will receive one-half (1/2) time additional pay as penalty for hours worked prior to 6:00 A.M.

Employees who start to work at 2:00 A.M. or later and before 6:00 A.M. on days where overtime payment of one and one-half (1 1/2) times the straight-time hourly rate of pay is applicable, such as holidays, Sundays and Saturdays, will receive, in addition to the applicable overtime rate of one and one-half (1 1/2) times the straight-time hourly rate of pay, one-half (1/2) times their straight-time hourly rate of pay additional as a penalty for reporting between 2:00 A.M. and 6:00 A.M., or a total of two (2) times their straight-time hourly rate of pay for reporting between 2:00 A.M. and 6:00 A.M.

10. Record Keeping.

- a. Each company shall convert to payment for all time on the basis of one-tenth ($1/10$) hour or major fraction thereof.
- b. Each employee shall receive and sign a time card daily showing recorded hours and minutes worked for that day. Sufficient and adequate arrangements shall be made so that no unnecessary delay shall be involved in signing such cards. Each employee shall deposit such signed card in a suitable place. In the event the company does not have time clocks, an employee who has reason to believe that an error has been made with regard to the record of the employee's working time shall be given a copy of the daily time card for the period in question if the employee so requests. Companies will continue present practices of providing duplicate time cards and time clocks at facilities currently providing such clocks and cards.
- c. If a company issues time cards which do not reflect the employees' bracket codes, the company shall post a list of all job codes and the appropriate bracket rate for each code.
- d. For those plants who do not issue daily time cards, employees may request a weekly print-out of their time records.

11. Compulsory Overtime and Overtime Notification.

- a. **Compulsory Overtime.** All employees shall report for and work the scheduled hours including overtime. However, employees are not required to work overtime provided a qualified work force is available at the plant to perform the available work.
- b. **Overtime Notification.**
 - (1) Provided a qualified work force is available at the plant, employees during the non-processing season shall have notice of work on an overtime day at least four (4) hours before the end of the first shift on the previous day.
 - (2) Employees assigned to processing work, shall be notified of overtime work as soon as knowledge or need of such overtime work is known by the

company. However, where employees ordinarily work five (5) days per week during the processing season, subparagraph (1.) above shall apply provided a qualified work force based on inverse seniority is available at the plant to perform the work.

12. Accident, Industrial Illness or Injury on the Job.

Any employee who suffers an accident, industrial illness or injury on the job requiring medical treatment by a physician who is unable to return to work will be paid for the balance of the day. The pay shall be based on the number of hours the employee would have otherwise worked on the day of the accident, industrial illness or injury.

13. Treatments by a Doctor.

- a. **Industrial Injury.** Employees shall attempt to schedule doctor's visits for industrial injury or industrial illness on non-work time. An employee who is required to take time off as a result of an industrial injury for treatment in the doctor's office shall be paid for such time lost from work.
- b. **Non-Industrial Treatment.** An employee who is required to take time off as a result of a non-industrial injury or illness for treatment in the doctor's office or for dental treatment, will be permitted to return to work for the balance of the shift provided the request for time off is made at least one (1) working day in advance except in cases of emergency when such notice cannot be given. In such event, the employee shall be paid only for actual time worked.

14. There shall be no pyramiding of overtime or premium pay under the terms of this Agreement and under no circumstances will there be more than one basis of calculating overtime or premium pay to be used for the same hours. However, penalty time at straight-time rates will in all cases be added to the applicable rate set forth in the Agreement.

Section VI
WAGES

A. Straight-Time Wage Rates.

Straight-time wage rates for all employees shall be in accordance with the schedule set forth in Appendix A. 1. a. and b. of this Agreement.

B. Incentive Wage Rates.

1. If any company elects to pay any worker or group of workers on an "incentive" (as distinguished from hour work) basis, each worker or group of workers shall be guaranteed a minimum of the applicable straight-time rate for the job.
2. Incentive plans currently in effect may be continued at the company's option. If a company intends to institute a new incentive plan, the company must first notify the local union. After notifying the local union, the company must enter into negotiations with the local union concerning such incentive rates. If the parties cannot mutually resolve the matter, all unresolved issues will be referred to the arbitration provisions of this Agreement. The new plan will not be made effective until the parties have reached agreement or the Arbitrator has rendered his decision.
3. Rules governing the incentive basis of pay:
 - a. Incentive rates applicable to the workers in any department for each product and for each classification of work shall be posted in advance upon a bulletin board in plain sight of the workers. Posted incentive rates shall state a definite unit price to be paid, and the unit of work to which the unit price is applicable. Incentive rates may be changed thereafter to compensate for variations in products or processes, to correct errors, or for other reasonable causes. The local union shall be notified in writing in advance of any such changes in incentive rates.
 - b. Any protests involving changes in incentive rates must be filed as a grievance within five (5) days after such notice of change, otherwise the change shall be deemed approved. Changes in incentive rates in effect at the end of the preceding season are included within the meaning of this paragraph.

C. General Wage Provisions.

1. **Daily Assignment.** The rate of pay per hour for each hour worked by any employee shall be in accordance with the rate established for the job classification to which the employee is assigned, provided, however, the rate of pay of any employee shall not be reduced during any day or shift by reason of the employee's assignment to a lower classification during such day or shift.
2. **Annual Assignment.**
 - a. Employees who worked at least fourteen hundred (1400) hours in the preceding calendar year or anniversary year shall not be reduced from their annual assignment regardless of work assignment subject to the conditions set forth below. Holidays, at the rate of eight (8) hours for each contractual holiday, and vacation hours including sabbatical leave, jury duty and death in the family (calculated as the number of hours the employee would otherwise have worked) shall be credited toward the fourteen hundred (1400) hour requirement. Hours lost due to an industrial injury, industrial illness and paid sick leave (calculated as the number of hours the employee would otherwise have worked) shall also be credited toward the fourteen hundred (1400) hour requirement. A list of such employees and their annual assignments shall be prepared by the company and sent to the local union not later than January 20th of each year or the 20th day after the anniversary date. Any such eligible employee's initial annual assignment rate shall be effective January 1, or at the end of the employee's 12 month anniversary period. Such eligibility date will be the first day of the calendar month in which the employee's employment anniversary occurs, if no later than the 15th day of the month; otherwise, it will be the first day of the following calendar month. Subsequent recalculations of annual assignment shall be made on January 1st of the following year.
 - b. Any dispute concerning an employee's annual assignment shall be referred to the Arbitration Board and shall be determined as follows:

- (1) The annual assignment shall be determined as follows: A statement shall be prepared showing the rates of pay and the number of hours worked at each rate of pay up to a minimum of seven hundred (700) hours during the previous year. Starting with the highest hourly rate on such statement, the corresponding hours shall be added until seven hundred (700) hours are arrived at. The rate last used upon reaching seven hundred (700) hours becomes the annual assignment. Holidays, at the rate of eight (8) hours for each contractual holiday, shall be credited toward the seven hundred (700) hour requirement. Hours lost due to an industrial injury, industrial illness, sabbatical leave and paid sick leave, vacations, jury duty or death in the family (calculated as the number of hours the employee would otherwise have worked) shall be credited towards the seven hundred (700) hours on the basis of the bracket rate of pay the employee would have been entitled to be assigned to, based on seniority and qualifications, if the employee had not been injured. In the event that an employee's seniority and ability would entitle this person to credit for a higher rate of pay than used in the aforementioned statement, the employee shall receive credit in the computation for the rate to which seniority and ability would entitle the employee.
- (2) After an employee gains an annual assignment, it shall be maintained from year to year thereafter and to the end of the calendar year after the job is abolished. The annual assignment shall not continue if the employee becomes unable to perform the job, unless the employee's inability to perform the job is due to an industrial injury. The company shall notify the local union at least ten (10) days before a job is to be abolished. Employees who earn an annual assignment for the first time on or after January 1, 1964, may have their annual assignments recalculated each year. However, if the calculation results in a lower annual assignment, the higher annual

assignment will be retained for the same number of consecutive years the higher annual assignment was earned to a maximum of ten (10) years. Employees who have earned a higher annual assignment equivalent to the number of years of seniority protection prior to January 1, 1989, will retain said annual assignment until such years of protection are used.

- (3) Personal premiums granted after March 1, 1947, will not be used in the computations and will not be part of the annual assignment.
3. **Personal Premiums.** Employees who on or before March 1, 1947, were receiving a personal premium shall continue to receive the premium when assigned to their regular duties or to duties calling for a lower bracket rate. Any employee receiving a personal premium for the first time after July 1, 1994, at a bracket rate, will be advised in writing with a copy to the local union, of his or her personal premium. If such written notification is not given, said personal premium may not be withdrawn as long as the employee continues to perform the job for which such personal premium was given. This written notification does not apply to personal premiums paid at other than an established bracket rate. Piece-work payments, incentive payments or other methods of payment where earnings are directly related to a measured amount of production are not included within the limitations of this paragraph.
4. **Night Work Premium.**
- a. A second shift premium of ten cents (10¢) per hour shall be paid to all employees in accordance with the following rules:
- (1) When an employee's daily overtime starts at or before 6:00 P.M., the employee shall not be entitled to the night work premium for any overtime hours worked after 6:00 P.M.
- (2) Any employee who works four (4) hours or more at straight-time between 6:00 P.M. and 12:00 Midnight shall receive the second shift premium for the full shift including any overtime hours.
- (3) Any employee who works less than four (4) straight-time hours between 6:00 P.M. and 12:00

Midnight shall receive the second shift premium only for those hours worked within the period 6:00 P.M. and 12:00 Midnight.

- b. A third shift premium of fifteen cents (15¢) per hour shall be paid to all employees in accordance with the following rules:
 - (1) When an employee's daily overtime starts at or before 12:00 Midnight, the employee shall not be entitled to the third shift premium for overtime hours worked after 12:00 Midnight.
 - (2) Any employee who works four (4) hours or more at straight-time between 12:00 Midnight and 6:00 A.M. shall receive the third shift premium for the full shift including any overtime hours.
 - (3) Any employee who works less than four (4) straight-time hours between 12:00 Midnight and 6:00 A.M. shall receive the third shift premium only for those hours worked within the period 12:00 Midnight and 6:00 A.M.
 - (4) Any employee who works four (4) straight-time hours before and after 12:00 Midnight shall receive the third shift premium.
 - (5) Any third shift (graveyard) employee who works a shift of four (4) hours or less will receive a total of twenty-five cents (25¢) per hour as a night shift premium for each hour worked.
- c. The appropriate shift premium shall be added to the base rate for purposes of computing overtime payments to all employees who are entitled to a shift premium.
- d. When asparagus is being processed on a one-shift basis, the shift premium shall not start before 6:00 P.M. When asparagus is being processed on a two or three-shift basis, all provisions of the above paragraphs shall apply.
- 5. **Time and Place of Compensation.** Weekly paychecks to all employees compensated on an hourly basis shall be made available to employees not later than Friday of the following week. Paychecks for employees who quit voluntarily shall be available within seventy-two (72)

hours from the close of the shift on which they quit, Sundays and contractual holidays excluded. Paychecks for employees who are laid off for lack of work shall be available within seventy-two (72) hours from the close of the shift on which the layoff occurred, Sundays and contractual holidays excluded; provided, however, the company will make every reasonable effort to make earlier payment to employees requesting the same, or will mail paychecks to such employees upon request. Grievance adjustments and sick leave payments, if not specifically itemized on regular paychecks, shall be paid in a separate check.

- 6. If requested by the local union, a joint committee will be established at the plant level for the purpose of developing reasonable and practicable methods for reducing or eliminating long lines at employee pay windows. In addition, the joint committee will attempt to develop reasonable means by which second and third shift employees can receive their paychecks following the second and third shifts on Thursday.

The joint committee shall function in good faith to achieve the above stated objectives.

Section VII HOLIDAYS

- A. **The Following Holidays Will Be Recognized:** New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day and December 31.
- B. **Eligibility For Benefits For All Contractual Holidays:**
 - Fourteen Hundred (1400) Hour Employees**
Fourteen Hundred (1400) Hour Employees shall be eligible for all holidays immediately upon obtaining fourteen hundred (1400) hours.
 - Non-Fourteen Hundred (Non-1400) Hour Employees**
Employees whose names appear on the current seniority list and who also had seniority status in the previous calendar year.

C. All Eligible Employees Must Meet The Following Requirements:

1. If called to work on the holiday, the employee must work or forfeit holiday pay unless the absence is excused as provided in Section IX.M.5.
2. For all holidays: The employee must work on the employee's scheduled work day before and after the holiday and such scheduled work days must fall within a spread of twelve (12) working days before and after the holiday, but excluding the holiday. However, a fourteen hundred (1400) hour employee shall be guaranteed to receive holiday pay for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. An otherwise eligible employee who works on a holiday but is thereafter on layoff due to lack of work shall qualify for holiday pay.
3. An employee who is absent from the employee's scheduled working day before or after the holiday because of substantiated illness or other legitimate reason shall qualify for the paid holiday provided the employee returns to work within the twelve (12) day spread. The foregoing requirement shall not be applicable to an employee who is on vacation.

D. Calculation of Holiday Pay:

1. The amount of pay for an unworked holiday will be eight (8) hours' pay at the employee's hourly rate in effect on the employee's previous working day or if the employee is on an incentive basis of pay, the holiday pay will be eight (8) hours at the contractual straight-time hourly rate.
2. Established personal premiums shall be included in the calculation of pay for holidays not worked, but the night work premium shall not be included.
3. An employee eligible for holiday pay who works on the holiday will receive the eight (8) hours of holiday pay as defined in Paragraph 1. above plus Sunday rates for work performed on the holiday.
4. An employee not eligible for holiday pay who works on the holiday shall receive Sunday rates.

E. Other General Holiday Provisions:

1. If any of the contractual holidays fall on Sunday, the following Monday shall be observed as the holiday.
2. Any holiday which falls on a Saturday shall be granted as a paid holiday to eligible employees, with the actual observance of the holiday to be at the company's option on either Friday or Saturday. If the company elects Friday but does not work on Friday, Saturday shall be a time and one-half day if worked. The company shall notify the employees and the local union no later than Monday of the week in which a holiday falls on Saturday which day the company has selected as the contractual holiday.
3. If an eligible employee is on vacation, the pay for a contractual holiday which falls during the vacation will be added to the vacation check or the employee's paid vacation may be extended by the number of contractual holidays which fall during the vacation period. Whichever practice is followed, the company must be uniform and consistent with respect to all employees.
4. No work shall be performed on any contractual holiday except in cases of emergency or in the performance of necessary maintenance, repairs or preparation work to enable resumption of regular operations on the following day.
5. No plant layoffs shall be scheduled for the sole purpose of avoiding holiday pay.
6. When a holiday falls on a watchperson's regularly scheduled day off, the employee shall be paid for such holiday.
7. In case of any dispute involving subparagraph E.5. the dispute shall be referred to the Arbitration Board for determination.
8. The July 4 holiday shall be paid at the rate in effect on July 1.

Section VIII VACATIONS

A. Eligible Employees Will Be Granted Vacations With Pay In Accordance With The Following Schedule:

<u>Years of Service</u>	<u>Length of Vacation</u>
1 but less than 3 years	1 week
Pay: 2% of "annual earnings" including vacation pay	
3 but less than 7 years	2 weeks
Pay: 4% of "annual earnings" including vacation pay	
7 but less than 18 years	3 weeks
Pay: 6% of "annual earnings" including vacation pay	
18 years and over	4 weeks
Pay: 8% of "annual earnings" including vacation pay	

"Annual Earnings" do not include retirement allowances, sick leave payments, bonus payments, traveling expenses, other insurance payments, nor earnings subsequent to the time a vacation is taken as provided in Paragraph D. and E. below. If an employee has qualified for vacation pay, and is off work due to an industrial injury, Workers' Compensation payments will be included in the computation of "annual earning" only in those years in which the employee has actually worked.

- B. **Eligibility.** For purposes of this Section, a "year of service" is defined as fourteen hundred (1400) combined straight and overtime hours of employment, including all hours for which payment is required under the contract, within the employee's twelve (12) month "qualifying period". The term "qualifying period" as used in this Section shall mean the twelve (12) calendar months of the year or the twelve (12) months dating from the hiring date of the employee or an anniversary thereof, during which the employee has worked at least fourteen hundred (1400) combined straight and overtime hours. Either type of "qualifying period" may be used by the company in keeping vacation records. An employee initially qualifies immediately upon attaining fourteen hundred (1400) hours.

C. Other General Vacation Provisions.

1. Leaves of absence granted under Section IX.M. 1.b. shall be counted as time worked in computing vacation eligibility, and the number of hours credited shall be the straight-time hours of the appropriate shift worked in the plant during the period of such leave.
2. Any employee whose service is broken by any of the conditions set forth under "Loss of Seniority" and who is subsequently rehired, forfeits any previous fractional vacation eligibility, original anniversary date of employment and all previously accumulated years of service.
3. Similarly, any employee whose service is broken before having completed the requisite number of hours forfeits all vacation privileges.
4. If an employee becomes disabled while on vacation or sabbatical leave, at the employee's request, such employee may have their vacation or sabbatical leave interrupted and be placed on sick leave status on Monday of any week providing the employee notifies the company and substantiates the disability on Monday. Failing such Monday notification, the employee may be placed on sick leave on Monday of the next week. The employee's unused vacation shall be granted on request on a later date.
5. Employees who retire and are granted the retiree Health and Welfare Plan benefits for fourteen hundred (1400) hour employees will be given a pro-rata vacation based on the appropriate percentage of their earnings from the last date of their qualifying period to the start of the vacation prior to retirement.
6. Each employee shall be given an opportunity annually to request vacation preferences as early as practicable in the plant's vacation eligibility year. Vacation preferences shall be granted consistent with operating requirements and the employee's seniority. At least sixty (60) days' advance notice of vacation shall be given to each employee. Employees shall not be required to take vacations during layoff periods except by mutual consent. Contractual holidays that fall during vacations which have been scheduled and agreed to in advance will be

paid for in accordance with Section VII. E. 3. However, employees shall not be permitted to schedule vacation during layoff periods for the specific purpose of obtaining additional pay for holidays for which they would not have been eligible.

7. Nothing in this Section shall be interpreted to entitle any employee to a pro-rata vacation based on partial eligibility, except as provided in C.5. above and E. of this Section.
8. Consistent with operating requirements, vacations shall be scheduled in accordance with seniority preference.
9. Any employee who has completed fourteen hundred (1400) hours in the employee's current qualifying period and who quits or is discharged is entitled to receive vacation pay, but not pay for holidays which fall after the date of termination. Employees who are laid off or employees who, for personal convenience, request their vacation pay immediately after fourteen hundred (1400) hours' work in their current qualifying period shall be paid on the basis of their earnings to the date of the vacation. Credits for any subsequent vacation pay will commence again upon returning from vacation.
10. Employees may not receive vacation pay in lieu of time off.
11. If either the Company or the employee elects to cancel the employee's scheduled vacation, the party making the cancellation shall be required to give the other party thirty (30) calendar days notice prior to the start of the scheduled vacation.
12. The parties agree that an employee who is on a regularly scheduled vacation shall not be required to report for work on the weekend before and the weekend after the employee is granted vacation leave.
13. If an eligible employee is on vacation, the pay for a contractual holiday which falls during the vacation will be added to the vacation check or the employee's paid vacation may be extended by the number of contractual holidays which fall during the vacation period. Whichever practice is followed, the company must be uniform and consistent with respect to all employees.

D. Protection of Vacation.

After an employee has qualified for a vacation, the employee shall retain vacation eligibility if the employee failed to work fourteen hundred (1400) hours, including all hours for which payment is required under the contract, and such failure to work was due to layoff by the company for lack of work or due to an approved leave of absence for personal or industrial illness or injury. Such protected vacation shall be counted as a "year of service". An employee's vacation will be protected for the same number of credited years of service up to a maximum of ten (10) years.

E. Pro-rata Vacation Pay.

After an employee has qualified for a vacation and fails to work fourteen hundred (1400) hours and such failure to work was due to layoff by the company for lack of work, due to an approved leave of absence for personal or industrial illness or injury, as a result of a plant closure or due to the death of the employee, such employee is eligible for pro-rata vacation pay based on all hours for which payment is required under the contract, except paid sick leave.

Section IX SENIORITY

- A. **The Seniority List.** There shall be one seniority list in each plant. Seniority will be attained after an employee has worked thirty (30) working days dating from the employee's hire date within two (2) consecutive calendar years.
- B. **Order of Seniority.** The order of seniority shall be on the day that the employee attains the thirtieth (30th) work day. When an employee has worked thirty (30) days as provided above, the employee's name shall be added to the seniority list.

In the event that more than one employee attains seniority on the same calendar day of the year, those employees will be listed on the seniority list according to the last four digits of their Social Security Number, in ascending order, with the lowest number at the top of the list prevailing. If an error is made in applying this provision, the company shall have twenty-four (24) hours after being informed of the error to correct it.

- C. **Review and Approval Procedure.** All requests for correction by an employee in the seniority listing shall be made in writing within thirty (30) days after the employee's name has been added to the seniority list.

If the employee is on layoff when such employee's name is added to the seniority list, the employee shall have thirty (30) days after returning to work to request a correction if warranted.

After said thirty (30) days, no changes will be made for any reason.

- D. **Effective Date for Seniority.** Until an employee's name appears on the seniority list, the employee shall not be entitled to seniority privileges. Job assignment, layoff and recall may be made without regard to hiring dates until such time as an employee gains seniority listing.
- E. The company shall place all additional names on the seniority list promptly after the employee has attained the required thirty (30) work days. The local union shall receive a copy of all names added to the seniority list. The employee shall be promptly notified that seniority has been attained. The company and the local union shall determine a suitable procedure for notification in each plant.
- F. It is expressly understood that in a new plant where no previous seniority list has been established, seniority during the first year of the plant's operation will begin to exist and accrue after the first thirty (30) days of employment of the individual worker. The seniority list so established shall confer eligibility for holiday pay.
- G. **Preference in Recalling, Layoffs and in Filling Jobs.**
1. In layoffs and recalling of employees and in filling of jobs, seniority shall be observed providing the employee is qualified to perform the available work. Qualified shall mean an individual who has bid on and who is awarded a Bracket III or above job bid for seasonal or non-seasonal openings.
 2. A senior Bracket V employee may request to be placed on a Bracket IV job and can thereby displace an employee in Bracket IV with lesser seniority. Seniority shall prevail where an employee moves from Bracket V to Bracket IV in spite of the fact that the employee in Bracket V may require training to qualify for the

Bracket IV job. Bumping from one Bracket IV job to another Bracket IV job shall not be permitted unless the move provides definite promotional opportunities or involves superior working conditions. Superior working conditions shall be limited to hot, cold, wet or dry working environments.

3. In the event of a layoff because of curtailment of operations, seniority employees, if qualified, shall be entitled to claim available jobs of equal or lesser rates of pay held by employees with less seniority, but are not entitled to claim any specific jobs, it being understood that the principle of seniority establishes the right of job security but not job selection. However, if no job is available with equal or lesser rates of pay, the senior employee who in lieu of being laid off shall, if qualified, replace a less senior employee in a higher rated job; qualified shall mean having previously preformed the job satisfactorily for the company as a result of bidding and having been awarded a Bracket III or above job for a seasonal, non-seasonal, or temporary opening. Notwithstanding the above provisions, in the event an employee with seniority is shifted to another job or given an unreasonable job assignment, such job assignment shall be subject to the grievance procedure of the Agreement.
4. Watchpersons. The seniority rights of watchpersons shall be regulated as a matter of local agreement between the local union and the company concerned.

H. **Job Posting.**

1. **Seasonal Openings.** For jobs which are available seasonally, or job openings which exist due to increased seasonal activity, a seasonal master listing of such jobs will be posted in each plant on a bulletin board at locations agreed to by both parties. Seniority shall be observed providing the employee is qualified to perform the available work and follows the procedures outlined below. Such seniority shall be exercised only for higher bracketed jobs unless a lateral job with no increase in pay offers definite promotional opportunities or involves superior working conditions, or a lower bracketed job offers definite promotional opportunities or additional hours of work. Superior working conditions shall be limited to hot, cold, wet or dry working envi-

ronments. However, for the period of time the employee works in the lower bracketed job, the employee, regardless of annual assignment, shall receive the rate of pay of the work performed. Employees must sign-off from their higher bracketed jobs and will not be eligible to re-bid for their previous jobs for at least six (6) months if they are awarded a lower bracketed job.

- a. The company will post a master listing, prior to the beginning of each season, of all Bracket III or above jobs that are expected to become available. Job applications will be accepted on all future job openings contained in the master listing. The company shall be required to provide each employee at the time of the employee's registration with information regarding future job openings and procedures for filing job applications. The master listing and each job posting will contain a notice advising employees that additional information relating to the job duties of the posted job may be obtained by contacting the personnel office.

The master listing of all jobs that are expected to become available in Bracket III or above shall be updated every two (2) weeks and the number of anticipated openings in each job shall be indicated on the list. The date of updating the list will also be shown.

Employees who complete an application for the job requested will be considered. If a given job has not been included in the master listing, it shall be posted on a bulletin board at locations agreed to by both parties for five (5) working days when the job opening becomes known, at which time employees may make application.

New jobs or jobs not otherwise on the list will be posted on a bulletin board at locations agreed to by both parties for five (5) working days.

Seasonal jobs temporarily vacated for less than three (3) weeks, 21 consecutive days, due to illness, leave of absence, etc., shall be filled by interim appointments, unless such jobs are included in the master listing. If included in the master listing, the temporary seasonal opening will be filled from the list of

seasonal applicants. Section IX, H., 3. (Temporary Openings) applies to this section.

- b. As soon as practical after receiving the job application, the company will review the application and notify the employee and the local union if such employee does not have the qualifications to be considered for employment in that job. Such decisions on the part of the company will be subject to the grievance and arbitration procedures of this Agreement.
- c. When openings occur in a job, these openings will be offered to the employees who have approved applications on the job application roster for that job. Selections will be made on the basis of seniority status of the applicants providing ability and physical fitness are comparable. However, if no applicants are qualified to perform the work, the company may elect to assign another employee or hire a new employee who possesses the qualifications for the job.
- d. Applications will remain in effect only during the operating season in which the application is made.
- e. No employee may be eligible to have more than five (5) qualified job applications outstanding at the same time. In the event that an employee applies for a sixth (6th) job and is found qualified, the earliest outstanding job application will be automatically cancelled unless the employee chooses to cancel another application. When an employee is transferred to a job for which the employee has applied, the employee's remaining applications for higher-paid jobs shall continue in effect if the employee so specifies. The company shall request the employee at the time of such transfer to put in writing whether or not the employee desires the remaining applications to continue in effect.
- f. An employee awarded a job for which the employee has applied may not apply for another job before six (6) months unless there is a mutual agreement between the company and the local union except for a job for which such employee has previously made

application as provided in "e" above. Neither the company nor the union may arbitrarily withhold approval.

- g. During the first seven (7) working days of the trial period, the employee will be paid at the employee's old rate of pay. If an employee did not qualify, the employee will be allowed to rebid for the same job at the next job posting, after one (1) year. To be considered for the new job opening, the employee must present acceptable documentation of a demonstrable change in ability or qualifications and/or skills. The trial period may be less than, but not more than, thirty (30) working days unless the trial period is extended by mutual agreement. In the event the employee is not qualified, the trial period may be less than seven (7) days. If the employee is not qualified, such employee shall be returned to a job at the employee's former rate of pay.
- h. Those jobs on the Master List which may exist on a non-seasonal basis will be indicated as such on the Master List. Future job assignments will be based on seniority and qualifications. Qualified shall mean an individual who has bid on, was awarded, and successfully performed a Bracket III or above job for seasonal or non-seasonal openings.

2. Non-Seasonal Openings.

- a. All non-seasonal job openings that the company requires to be filled will be posted on a bulletin board at locations agreed to by both parties for five (5) days.
- b. (1) All jobs permanently vacated and temporary job openings, that the company requires to be filled, for non-seasonal assignments of three (3) or more weeks, 21 consecutive days duration will be posted on a bulletin board at locations agreed to by both parties for five (5) working days. Such job posting shall include job descriptions. If a plant has need for an employee to perform mechanical work that will exist on a year-round basis and such need is predictable but is not for a job specifically vacated by any year-round employee, then such predictable need shall also be posted on

a bulletin board at locations agreed to by both parties and the posting period will be for ten (10) working days. During the posting period, interim appointments may be made providing the company does not have sufficient notice of the temporary opening.

Employees will be provided an opportunity to indicate their desire to be considered for posted jobs by completing a form prior to being off work. In the event a more senior employee is not selected for the job posting, the company will contact employees who have completed the form. The company will not be obligated to contact more than fifty (50) employees on any one job posting. Such notifications will be by phone or certified mail.

New jobs or jobs not otherwise on the list will be posted on a bulletin board at locations agreed to by both parties for five (5) working days. The company shall notify all employees who bid for a job and the union of the person selected. If the company decides not to fill the job, the company shall advise the union of the reason why any such job was not filled.

- (2) Only applications made within the specified posting period by seniority employees will be considered.
- (3) The company will consider all employees who apply although consideration need not be limited to this group if there are no qualified applicants.
- (4) In making promotions to jobs permanently vacated or to new jobs to be filled, seniority shall prevail providing ability and physical fitness are comparable.
- (5) A copy of the posted vacancy will be sent to the local union.
- (6) Applications may be made only for higher bracketed jobs unless a lateral job with no increase in pay offers definite promotional opportunities or involves superior working conditions, or a lower bracketed job offers definite promotional opportunities or additional hours of work. Superior

working conditions shall be limited to hot, cold, wet or dry working environments. However, for the period of time the employee works in the lower bracketed job, the employee, regardless of annual assignment, shall receive the rate of pay of the work performed. Employees must sign-off from their higher bracketed jobs and will not be eligible to re-bid for their previous jobs for at least six (6) months if they are awarded a lower bracketed job.

- (7) Prior to commencing sabbatical leave, vacation or an approved leave of absence seniority employees shall receive a form from the company on which the employee shall be given the opportunity to bid on a promotion which may become available during the absence. The employee shall complete the form and return it to the company prior to departure. The form shall be sent to the home of any sick or injured seniority employee for completion. Thereafter, the company shall send a copy of any promotional opening to any employee who has indicated a desire to bid at the address designated on the form. The employee shall have seven (7) days from the mailing date to apply in writing for the opening, unless the employee can demonstrate that it was not possible to do so in which event the employee shall be given an opportunity to bid on the job opening within two (2) days following the employee's return to work. The employee must have returned to work and be able to perform the duties within thirty (30) calendar days, except for sabbatical leave or vacation, from the date the job was posted in order for the bid to be considered.
- (8) The local union will be notified promptly when the job is filled and the local union has ten (10) days from the date of notification to file any protest.
- (9) An employee awarded a posted job may not apply for another job before six (6) months unless there is mutual agreement between the company and the local union.

(10) During the first seven (7) working days of the trial period, the employee will be paid at the employee's old rate of pay. If an employee did not qualify, the employee will be allowed to re-bid for the same job at the next job posting, after one (1) year. To be considered for the new job opening, the employee must present acceptable documentation of a demonstrable change in ability or qualifications and/or skills. The trial period may be less than, but not more than, thirty (30) working days unless the trial period is extended by mutual agreement. In the event the employee is not qualified, the trial period may be less than seven (7) days. If the employee is not qualified, such employee shall be returned to a job at the employee's former rate of pay.

(11) No more than two (2) postings shall be required as a result of any one vacancy.

3. **Temporary Openings.** The parties agree that a temporary opening occurs when an employee is ill, on vacation or sabbatical leave, or on an approved leave of absence, and needs to be replaced.

The parties further agree that if a junior employee is improperly assigned to fill a temporary opening, it will be corrected by the company as soon as either the union or the employee brings it to the company's attention. The experience gained by the employee who was improperly assigned will not be counted as the ability and physical fitness requirements for the job if it is subsequently posted and that employee bids on the job.

Conversely, if a temporary opening is posted in accord with the posting provisions of the Contract, the experience gained by the successful bidder will count as the ability and physical fitness requirements of the job. The company shall provide a bulletin board at locations agreed to by both parties.

- I. **Day or Shift Assignment.** Employees on the basis of seniority may claim the right to transfer to another department to work more hours or to work on an overtime day in accord with the following rules:
 1. Employees requesting a transfer to another department in order to work more hours weekly must:

- a. Request such transfer by completion of appropriate form furnished by the company.
 - b. Transfer for the entire week at the beginning of the week.
 - c. Receive the rate of the job requested.
2. Employees requesting a transfer for work on which overtime premium is paid (holiday, Saturday or Sunday) in another department must request such transfer by completion of an appropriate form furnished by the company. Such work assignment for clean-up crew employees and for quality control employees, Bracket IV and above, shall be made first to those that worked on that crew or department on the work day prior to the weekend or holiday. If working clean-up crew employees or employees in quality control are not sufficient to fill staffing needs, any employee from another department who has requested Saturday, Sunday, or holiday work shall be assigned clean-up crew work or quality control work in line with that employee's seniority and qualifications.
- An employee shall not be eligible to claim work on the basis of seniority in the event the IWC imposes restrictions or penalties on work in excess of seventy-two (72) hours and seven (7) consecutive days.
3. On multiple shift operations, each company will make shift assignments in the order of seniority consistent with the operating requirements of the particular plant, including the availability of products. The above shall be subject to the grievance procedure of the Agreement. Employees requesting a transfer to another shift must:
- a. State their shift preference on the appropriate form furnished by the company.
 - b. Transfer at the beginning of the week.
 - c. Transfer only to an equal or higher rated job. However, senior employees shall be allowed to select a shift to a lower rated job without loss of guaranteed annual assignment, when there is no monetary cost to the company. However, such election may result in the employee waiving his guaranteed annual assignment, if applicable, for the period of such transfer. Such request for a transfer to a

lower rated job will be granted if there is a qualified replacement for that employee currently working.

4. In instances where two or more employees are performing the same job in a department within a shift which has different starting times and all employees are qualified to perform the work, the senior employee may request a change in starting time. The company shall not arbitrarily withhold approval of such a request.
 5. It is understood that the repetitive exercising of shift preference and shift starting time will not be abused so as to adversely affect company operations.
- J. **Loss of Seniority.** Seniority will be forfeited under the following conditions:
1. If the employee is discharged for cause.
 2. If the employee voluntarily quits.
 3. If, upon resumption of operation or when recalling after a temporary layoff, the employee is reasonably notified to report to work and fails to do so at the specified time, unless such failure to report was excusable for reasons satisfactory to the company and the local union. If such failure to report is excusable, the employee shall lose only the immediate employment offered and shall be continued in that employee's relative place on the seniority list.
- Failure to report to work shall be considered excusable under this Section if:
- a. The individual employee is unable to perform the duties of the job offered or available for any one of the following reasons:
 - (1) The duties of the particular job exceed the physical capabilities of the employee and the employee has executed a signed waiver for that job.
 - (2) A doctor's certificate is furnished to the company attesting to the existence of a medical condition rendering the employee unable to perform the duties of that job.
 - b. After the processing season the job offered is not accompanied by a statement from the company that employment will be reasonably assured for ten (10) consecutive working days.

(1) In the event that employment is less than or more than ten (10) consecutive working days, the company must demonstrate that its employment offer was made on good faith based on the specific facts available at the time employment was offered.

(2) It is understood that an offer of employment of less than ten (10) consecutive working days cannot be excused if there is no one else available and qualified to perform the work.

In order to facilitate the implementation of the above, employees who do not want to be called for available work which, in the estimation of the company, will amount to less than ten (10) consecutive working days, shall sign an appropriate form.

4. If, in the absence of a signed waiver, an employee does not report for work when recalled where:
 - a. The employee has previously performed such work.
 - b. The company can reasonably expect the employee to perform such work.
5. If the employee has been off work for two (2) days or more and has failed:
 - a. To properly notify the company.
 - b. To provide satisfactory reasons to the company and the local union for the absence or failure to call.
6. If the employee fails to report to work at the termination of a leave of absence.
7. Seniority shall be lost in the event an employee fails to work thirty (30) working days within two (2) consecutive calendar years except as provided in M. 1. and N. of this Section.

K. **Demotion or Discharge for Lack of Qualifications.** In cases of demotion (permanent) or discharge of employees on the seniority list for lack of qualifications or ability to perform a job, the company will notify the local union before action is taken, whenever time and circumstances permit.

L. **Rehiring.** Any person rehired after losing seniority shall be rehired as a new employee, having forfeited all previously accrued privileges and benefits provided in the Agreement.

Probationary employees who are terminated and then rehired at the same facility within thirty (30) days will be given credit for all days previously worked.

M. **Retention of Seniority.**

1. Leaves of absence shall be granted under the following circumstances:

a. When employees leave their cannery jobs to accept positions with the local union or the Union, provided that upon termination of such position they shall notify the company within thirty (30) days of such termination that they are available for reemployment.

b. If the employee suffers an injury on the job or suffers an illness growing directly out of an injury on the job.

Such leave shall be for the duration of the illness or injury as determined by appropriate medical evidence.

2. Leaves of absence may be granted when an employee requests a leave in writing and in the company's judgment such leave is consistent with operating requirements. In all cases where an employee has properly requested a leave in writing and it is denied by the company, the local union shall be notified by the company of such denial.
3. A leave of absence shall not be valid unless granted by the company in writing and approved by the local union. The company will not arbitrarily withhold the leave and the local union will not arbitrarily withhold approval.
4. A leave of absence shall protect an employee's seniority, but leave of absence time except for the leave of absence under M. 1. b. above and a leave of absence for personal illness or injury, shall not count as time worked in computing vacation eligibility.
5. The company shall designate and send to the local union a list of persons authorized to grant leaves of absence for sickness or other emergencies for not more than ten (10) days. Such leaves need not be in writing but a record shall be made of the permission granted. Such leaves will not be official unless granted by the authorized person or persons.

6. When an employee exercises the employee's rights under the provisions of Section X, Hiring Practices, and is rehired by a company from one of its plants that has been closed permanently, such employee shall retain seniority for only the purposes of fringe benefits subject to the provisions of subparagraph N. of this Section. However, the employee shall be treated as a new employee for purposes of contractual seniority.

- N. **Protection of Seniority.** An employee's seniority and fringe benefits status shall be protected if the employee failed to work the required hours and days during the preceding calendar year or anniversary period and such failure was due to layoff for lack of work by the company. The length of protection shall be directly equivalent to the number of attained years of seniority up to a maximum of ten (10) years.

<u>Years of Seniority</u>	<u>Length of Protection</u>
1 Year	1 Year
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10

Section X HIRING PRACTICES

The following procedures shall be observed in the rehiring of former employees and in the hiring of new employees.

- A. When operations require the employment of additional workers, the company will give preference to unemployed persons whose names appear on the current seniority list of the particular plant, it being understood that such persons must be available and qualified to perform the work.
- B. In the event available qualified persons with seniority are insufficient to supply the requirements of the company, the company shall hire cannery workers with previous satisfactory employment in the particular plant who are qualified to

perform the work available. Such hiring insofar as possible will be in accordance with the amount of time previously worked in the plant.

- C. In the event the available and qualified persons with seniority, plus additional persons hired in accordance with the foregoing rule in B. above, are insufficient to fill the requirements of the company, then the company will give preference in hiring to additional qualified persons who have had previous experience in the Northern California Canning Industry; however, the company shall have the right to reject any undesirable applicants. If no such persons are available, the company may then hire from any source. All non-seniority persons shall make application for union membership, and the local union agrees not to unreasonably refuse such persons into membership in the local union. Such persons shall make application for and complete such union membership subject to the provisions of the Labor-Management Relations Act of 1947.
- D. As used in the foregoing paragraphs, it is understood that the term "available" shall mean the persons shall present themselves at the time and place specified by the company, and the term "qualified" shall mean able to perform the work according to the standards and judgment of the company.
- E. Whenever possible, companies will give advance notice to the locals of their intent to hire new employees. Upon request from the local union, the company will furnish the name, social security number and badge number of all new employees hired on a daily basis.

Section XI CONDUCT OF UNION BUSINESS

- A. **Plant Visits by Local Union Representatives.**

The company agrees to admit to its plant at all reasonable times the authorized representative of the local union for the purpose of collecting dues, observing the application of this Agreement and adjusting grievances. These activities are to be discharged in a manner that will avoid unnecessary loss of time or disruption of working schedules. The local union representative shall advise the company of such visits by notifying the plant office before or at the time of entering the plant.

B. Authority of Union Stewards.

1. The company recognizes the right of the local union to designate job stewards and alternates.
2. The authority of job stewards and alternates so designated by the local union shall be limited to, and shall not exceed, the following duties and activities:
 - a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
 - b. The transmission of such messages and information which shall originate with, and are authorized by the local union or its officers, provided such messages and information:
 - (1) Have been reduced to writing, or
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the company's business.
 - c. Such stewards or alternates will be permitted temporarily to leave their work stations to discuss emergency grievances with local union representatives visiting the plant under the provisions of Paragraph A. of this Section in instances where the discussion cannot be delayed. The representatives agree to request such meetings through the departmental supervisor when they wish to see the steward or alternate away from the steward's or alternate's station.
3. Job stewards and alternates have no authority to take strike action, or any other action interrupting the company's business, except as authorized by official action of the union.
4. The company recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the union liable for any unauthorized acts. The company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

C. Union Bulletin Boards.

The local union shall have the privilege of installing bulletin boards within the plant at suitable locations agreeable to the company. The local union agrees it will not post notices which are inflammatory or controversial.

**Section XII
PLANT OPERATIONS**

- A. On all incentive operations where there is an advantage to the worker because of position in the work line, the workers shall be rotated daily in position insofar as such rotation is practicable from the standpoint of efficient operation. Such rotation shall take place at the start of each shift. This paragraph shall not be construed to require the rotation of employees who are performing work of different kinds or qualities. On all non-incentive operations, as provided above, rotation shall apply where the employees have more than ten (10) days of service with the company and providing the operation involves different degrees of physical effort.
- B. Any house rules or working rules or regulations of the company affecting general conduct of employees in or about the premises of the plant shall be reduced to writing in a form easily read and understood and shall be permanently posted in conspicuous places throughout each plant. Such house rules shall be reasonable and consistent with the sound business and operational requirements. Such rules and modifications or additions shall be submitted to the local union for review prior to posting or publication.

The local union shall have twenty (20) days within which to protest the reasonableness of such house rules or modifications thereof through the grievance and arbitration procedure provided in Section XIII. No house rules shall be in conflict with any provisions of the Agreement.
- C. The company shall make reasonable provision for definite work call orders to employees. In general, daily work call notices shall be given by blackboards maintained in the various cannery departments, advising the workers of the times crews will be expected to report, with exceptions for special types of work specified. Detailed methods for providing further satisfactory notice shall, if necessary, be

agreed upon by the local union and the company concerned. Any violations of this Section shall be subject to review through the grievance procedure provided in Section XIII hereof.

- D. **Tools.** The company shall make the following provisions with respect to tools owned by employees and registered with the company:
1. Provide a secure place for safekeeping of employees' tools.
 2. Include under the company's basic insurance program insurance for employees' tools lost by either fire or burglary (breaking and entering) of company's premises.
 3. Provide for the replacement of personal tools which are lost by theft or stolen from employees for the first occurrence in any one calendar year. For each subsequent loss of tools by theft or stolen from employees in that calendar year, the tools will be provided to the extent the replacement value of such stolen tools exceeds \$25.00.
 4. The provisions of this section apply only to tools registered in advance with the company which are used and owned by employees who are classified in skilled mechanical classifications who are required to have such tools for the performance of their jobs. Mechanics shall update their tool registration list once a year.
 5. Required hand tools shall be made available by the company for use by mechanic trainees enrolled in the Mechanical Training Program. Such tools shall be returned to the company when the trainee is no longer enrolled in the training program.
 6. The company shall provide those items of personal protective equipment which are required by the company or by appropriate law. Deposits for items furnished by the company may be required as security for the return of the items furnished. Upon presentation of proof satisfactory to the company, any provided item which is broken or worn out will be replaced by the company.
- E. **First Aid Treatment.** Each company shall make available appropriate medical help in order to provide adequate first aid treatment for employees who are sick or injured consistent with the State law and insure that appropriate medical

treatment is available within or outside the plant with published procedures for obtaining such medical treatment. An employee who is injured on the job who believes that the injury requires the services of a physician shall be sent to a physician for treatment. In this event, if the employee has completed a form provided by the employer prior to the date of an injury that he has a personal physician, he shall have the right to be treated by such physician. If such employee fails to specify a personal physician in advance of the injury, the employee may after thirty (30) days from the date the injury is reported be treated by a physician of his own choice or at a facility of his own choice within a reasonable geographic area. Selection of a physician shall be consistent with State law. The local union will be notified of all reportable employee injuries by a copy of a form developed by the company which reflects the same information regarding such injuries as is contained in the appropriate State form.

- F. **Prescription Eye Glasses.** In the event an employee breaks the employee's prescription eye glasses and such damage is on the job and work connected, the company will pay the necessary cost for repair or replacement of such glasses in accordance with the schedule of benefits provided under Vision Service Plan provided the employee is not reimbursed under any regulation, rule or procedure established by any local, State or Federal law. The provisions of this clause will not apply in cases of willful damage, or if the breakage occurs at times other than when the employee is actually on the job.
- G. **Safety & Health Program.** There shall be established a joint labor-management Plant Health and Safety Committee in each plant covered by this Agreement, consisting of equal representation from the company and the union. The Joint Plant Committees shall meet at least once each month, at a regularly scheduled time and place, for the purpose of investigating accidents, and for the purpose of making constructive recommendations with respect thereto. All matters considered and handled by the Committee shall be reduced to writing, and joint minutes of all meetings of the Committee shall be made and maintained, and copies thereof shall be furnished to the local union upon request.

A Joint CPI-State Council Health and Safety Committee shall be formed to review any plant level problems and make recommendations.

In plants where a significant percentage of members of minorities are employed, all Safety Bulletins shall be posted in the appropriate language of that minority group.

- H. **Plant Closures.** Recognizing the impact of a plant closure on employees, it is agreed that the company will notify the Teamsters California State Cannery Council and the local union affected at least sixty (60) days in advance of the plant closure and prior to any public announcement being made. The company will comply with all provisions of the WARN Act.
- I. When employees are temporarily transferred from one plant covered by the Collective Bargaining Agreement to another plant covered by the Collective Bargaining Agreement, the company shall notify the principal officer of the local union(s) involved at least seven (7) days in advance of the contemplated transfer. Such transfers will be made based on seniority and qualifications. Employee(s) have the right to decline the work if a less senior qualified employee is available.

Section XIII

ADJUSTMENT OF GRIEVANCES

- A. It is the intention of the parties to adjust any and all claims, disputes or grievances arising hereunder by resort to the procedures provided in this Section, and it is therefore agreed that during the life of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, intentional slow-down or other interference with production, provided the parties hereto comply with the terms and conditions of this Agreement and follow the adjustment procedures of this Section. Violation of this provision shall constitute grounds for termination of the Collective Bargaining Agreement by the aggrieved party, but said party may, without waiver of said breach and right to terminate, submit the violation to the Arbitration Board for appropriate action.
- B. Grievances shall be settled in the following manner and without resort to any other procedures, methods or agencies

and there shall be no discrimination of any kind by any company against any employee on account of a grievance filed pursuant to the terms and conditions of this Agreement.

- 1. **First Step.** The grieving party shall notify the other party of the existence of a grievance within five (5) working days following the date the alleged grievance occurred. Efforts shall be made to settle the grievance promptly by the company and local union representatives. Therefore, the company and local union representatives shall meet within five (5) working days after notification by one party to the other of the existence of a grievance to obtain all pertinent facts.

- 2. **Second Step.** It is the intent of the parties that if the grievance is not settled at the first step, it shall be reduced to writing within five (5) working days on an industry-wide grievance form and submitted, depending on which is the grieving party, by the local union to the company, or by the company to the local union, and copies shall be submitted to the Teamsters California State Council of Cannery and Food Processing Unions and California Processors, Inc.

It is the intent of the parties that within five (5) working days following receipt of the written grievance described herein, the party who allegedly committed the grievance shall submit in writing its answer to the grievance, including a reason, if denied. A copy of this written answer shall be submitted to the Teamsters California State Council of Cannery and Food Processing Unions and California Processors, Inc. The company and the local union will submit a list of representatives at each location who shall have full authority to settle grievances referred to in the second step. Such representatives shall meet within the five (5) working days following receipt of the written grievance to attempt to resolve the grievance. Any changes in this list will be given to the other party in writing.

- 3. **Third Step.** It is the intent of the parties that if the grievance is not settled at the second step, it shall be submitted within ten (10) working days from receipt of the answer given in the second step to Arbitration in writing on an industry-wide grievance form. Copies of

the grievance filed at this step shall be sent to the Teamsters California State Council of Cannery and Food Processing Unions, the California Processors, Inc., the company and the local union.

- C. Discharge cases shall be reduced to writing by the grieving party within three (3) days from the date of discharge and if not resolved, shall be scheduled for arbitration not later than ten (10) days from the date of the written grievance.
- D. The Parties agree to follow the foregoing grievance procedure in accordance with the steps, time limits and conditions contained therein. It is also agreed that time limits in all steps of the grievance procedure shall be strictly adhered to unless mutually waived. With the exception of a case involving a discharge or suspension, a grievance shall not be filed at more than one step of the grievance procedure on a concurrent basis.

E. The Arbitration Board.

- 1. An Arbitration Board is hereby established to process cases which cannot be resolved by the parties. A sub-committee of the Arbitration Board will meet to settle cases when assigned to the sub-committee by the Teamsters California State Council of Cannery and Food Processing Unions and California Processors, Inc. Sub-committee hearings shall be held on dates and in areas mutually agreed upon by California Processors, Inc. and the Teamsters California State Council of Cannery and Food Processing Unions. The Teamsters Cannery Council and California Processors, Inc. shall schedule sufficient monthly meetings of the sub-committee of the Arbitration Board to resolve pending grievances promptly. All cases involving contract grievances, classification of jobs or employees and all other matters arising under the contract shall be assigned to the sub-committee. Cases involving discipline will not be referred to the sub-committee, unless mutually agreed to by the parties. The sub-committee of the Arbitration Board will consist of equal representation between the Employer and the Union. Members of the Arbitration Board or the sub-committee may not act on cases involving that member's company or local union. If the sub-committee is unable to resolve a case, that matter will be referred to the Arbitrator. Decisions of

the sub-committee will be in writing and will be final and binding on both parties.

- 2. California Processors, Inc., the Teamsters California State Council of Cannery and Food Processing Unions, any company, or any local union, shall have the right to present grievances for adjustment. If the party presenting the grievance is a local union, the grievance shall be presented through the Union and if a company, through the Employer. Grievances related to working conditions under this Agreement shall be proper subjects for submission to the Arbitration Board.
- 3. A permanent Arbitrator shall be selected by mutual agreement. In the event of the unavailability of the permanent Arbitrator during the period requested by the parties, alternate arbitrators shall be asked to serve in the order agreed upon by the parties. If the parties cannot agree upon an arbitrator or alternate arbitrators within the time specified, such arbitrator or alternate arbitrators shall be selected by the Chief Judge of the Federal District Court in San Francisco.
- 4. A schedule shall be arranged, if possible, to assure that six (6) cases shall be heard on each day that the Arbitrator is regularly available for hearings.
- 5. The Arbitration Board shall meet once monthly to hear complaints submitted for arbitration in accordance with the third step of the grievance procedure. Unless otherwise mutually agreed upon by the parties, no grievance, other than discharge cases, will be included in the agenda for any meeting of the Arbitration Board which was not submitted for arbitration at least ten (10) working days in advance of the scheduled meeting date. In the event a grievance filed by a local union or a company is classified as urgent by either the Teamsters Cannery Council or California Processors, Inc., an Arbitration Board meeting will be held within ten (10) days from the date the grievance is filed in accordance with the above procedure. By mutual agreement a grievance classified by either the Teamsters Cannery Council or California Processors, Inc. as urgent may be submitted to the sub-committee of the Arbitration Board which shall hear the grievance within ten (10) working days from the date the grievance was classified in writing as

urgent. If the sub-committee is unable to resolve the urgent grievance it shall be scheduled for the first Arbitration Board Hearing subsequent to the sub-committee hearing. The parties agree that the monthly meeting of the Arbitration Board should be utilized to its fullest extent, and to accomplish this at least three (3) working days advance notice should be given in order to postpone any case scheduled for an Arbitration Hearing unless good cause is shown for postponement without advance notice on conditions satisfactory to the Arbitration Board.

6. Failure on the part of the complainant, whether company or local union, to appear in any cases pending before the Arbitration Board shall result in the forfeiture of its case by the complainant party.
7. No claim for back pay will be valid for a period prior to fifteen (15) days before the date the grievance was first reduced to writing in accordance with step two of the grievance procedure, unless neither the local union nor the employee could reasonably be expected to know of the existence of the claim. In which event, the claim will be valid back to the original date that the violation occurred.
8. The Arbitration Board shall consist of the Arbitrator and an advisory panel consisting of no more than two (2) representatives from each party to assist the Arbitrator in making his determinations. The advisory panel shall in any event consist of equal representation from the parties. The Teamsters Cannery Council members of the panel shall be appointed by the Council and the California Processors, Inc. members shall be appointed by California Processors, Inc. Members of the advisory panel shall provide information to the Arbitrator but shall not have voting rights. No member of the advisory panel may act on cases involving that member's own company or local union.
Decisions shall be rendered no later than the conclusion of the hearing day unless a written opinion or decision has been requested.
9. Decisions of the Arbitration Board will be in writing and will be final and binding on both parties.

10. Expenses of the Arbitration Board will be shared equally by the parties to this Agreement.
11. The Arbitration Board is empowered to make its own rules of procedure but cannot change the present Agreement or make new agreements.
12. The grievance procedure is designed to encourage settlement of grievances promptly at the lower steps and it is recognized that this objective can best be accomplished when there is full and complete disclosure by both parties of all information relevant to the discussion and resolution of a particular grievance. Therefore, it is the intent of the parties that all facts, evidence and witnesses pertinent to a grievance, and known to exist by either party, shall be disclosed as early as possible in the grievance procedures.
13. In hearings before the Arbitration Board, either party may announce at the start of a hearing on any case that said party desires a subsequent written opinion or decision by the Arbitrator provided that the following procedures are observed:
 - a. Any party desiring a subsequent written opinion or decision by the Arbitrator must give written notification to the Employer and the Union at least one (1) week prior to the date of the scheduled hearing that said party will announce at the start of the hearing on the case that it desires a written opinion or decision.
 - b. Upon receipt of such notification, and a request by the Arbitrator, the Employer or the Union, a court reporter will be arranged for the hearing. The cost of such court reporter shall be borne by the company or the local union making the request for the written opinion or decision.
 - c. If any party desires a subsequent written opinion or decision and fails to give the required notification, the scheduled hearing on that case will be automatically cancelled and a further hearing set up so that all parties can be advised and a court reporter made available.
14. The amounts due under any decisions shall be made by separate checks if not specifically itemized on the grievant's regular paycheck.

15. For all fourteen hundred (1400) hour employees a verbal or written warning or a suspension shall not be used as evidence in Arbitration if more than twenty-four (24) months have elapsed since the date of such warning or suspension. For all non-fourteen hundred (non-1400) hour employees a verbal or written warning or a suspension shall not be used as evidence in Arbitration if more than thirty-six (36) months have elapsed since the date of such warning or suspension.

- F. The company will pay all monies owed for grievance awards within two (2) pay periods following settlement.

Section XIV

CONFORMANCE WITH STATE AND FEDERAL LAWS

This Agreement shall at all times conform with all State and Federal laws. Any portion of the Agreement which contravenes said State or Federal laws shall become void and inoperable, and the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

Section XV COMPLIANCE

In the event of a violation of any part of the Agreement by a company, party to this Agreement, such violation shall be immediately brought before the Arbitration Board, herein provided for, and the ruling handed down by said Board shall be final and binding upon the parties. If such company does not abide by that ruling, it shall then be necessary for the Employer to immediately suspend that company and no assistance will be given the company against the action deemed advisable and necessary by the Union, because of the refusal of the company to accept the ruling handed down by the Arbitration Board.

Likewise, in the event of a violation of any part of this Agreement by a local union, such violation will be immediately brought before the Arbitration Board, provided herein, and the ruling handed down by such Board shall be final and binding upon the parties. If such local union refuses to abide by the ruling handed down, it shall then be necessary to immediately recommend to the International Brotherhood of Teamsters that that local union shall not receive official recognition from the International Brotherhood of Teamsters, and the Teamsters California State Council of Cannery and Food Processing Unions, and thereby

prevent that local union from receiving any assistance from those bodies until such time as the local union agrees to comply with the ruling handed down by the Arbitration Board.

Section XVI

CONFLICTING AGREEMENTS

Except where specifically authorized by this Agreement, it is expressly understood that no company or local union party to this Agreement, shall have the power to make or enter into any separate or special agreement involving the subject matter of this Agreement.

Section XVII

TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees under the following conditions: In the event an operation is sold, leased or transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof, if such successors, etc., continue in substantially the same operations at the same location. The company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor or lessor executes a contract or transaction as herein described. At that time, the Union shall also be advised of the nature of the transaction, not including financial details.

Section XVIII

MERGER, LEASE OR PURCHASE

When a company facility covered by this Agreement is merged, leased or purchased by another firm, and such facility is subject to the provisions of this Agreement, employees shall be given full credit for their original date of employment for purposes of paid vacation credit, sabbatical leave, sick leave and other benefits in the Agreement which accrue to employees and are computed on the basis of the original date of employment.

Section XIX
TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2000, to June 30, 2003.

Section XX
PROCEDURE FOR MODIFICATION

- A. In the event either party desires to modify any of the terms of this Agreement or to establish new or different terms or conditions, written notice specifying in exact language the changes desired shall be served within the sixteen (16) day period April 15, 2003, to April 30, 2003, inclusive. The months of May and June shall be devoted to negotiations; and if the parties are in complete agreement, all changes mutually agreed upon shall become effective on July 1, 2003, and shall remain effective for not less than twelve (12) months thereafter.
- B. If any of the matters under negotiation are still in dispute on July 1, 2003, this contract will terminate unless the parties mutually agree upon an additional period or periods of negotiation. The changes agreed upon during such additional negotiations shall become effective on a mutually acceptable date and shall remain effective until at least the following July 1st.
- C. If, during the above April 15th to April 30th period, neither party serves notice of a desire to modify any of the terms of this Agreement or to establish new or different terms or conditions, then this Agreement shall continue for an additional period of at least twelve (12) months after the next July 1st anniversary date.

IN WITNESS WHEREOF the parties have set their hands and seals this 22nd day of June, 2000.

/s/ Ralph Ramirez

Secretary-Treasurer, Teamsters California State Council of Cannery and Food Processing Unions.

/s/ John B. Hurley

President, California Processors, Inc.

/s/ Lucio Reyes

President, Teamsters California State Council of Cannery and Food Processing Unions.

/s/ Richard W. Muto

Chairman of the Board, California Processors, Inc.

APPENDIX A

1. Straight-Time Wage Rates Shall Be in Accordance With the Following Schedule:

	July 1 2000	July 1 2001	July 1 2002
Bracket IAA	\$19.26	\$19.71	\$20.16
Bracket IA.....	18.10	18.55	19.00
Bracket IB.....	18.71	19.16	19.61
Bracket I	16.82	17.27	17.72
Bracket IIA	15.33	15.68	16.03
Bracket IIA	15.08	15.43	15.78
Bracket II	14.92	15.27	15.62
Bracket IIIA	13.59	13.94	14.29
Bracket III.....	13.29	13.64	13.99
Bracket IV.....	10.59	10.69	10.79
Bracket V	9.97	10.07	10.17

***Cost of Living Provision and Inflation Protection Adjustments.**

*(1) The CPI-W All Cities Index as reported by the Bureau of Labor Statistics for the month of April 1979 shall be the base index for the cost of living review. In the event that the index in April, 1980 shall exceed an increase of five and one-half percent (5 1/2%) of the April, 1979 base index, then wage rates shall be increased one cent (1¢) per hour for each full.3 increments of the index over and above the five and one-half percent (5 1/2%) increase in the index. Any adjustments due under the above formula shall be effective July 1, 1980.

*(2) The CPI-W All Cities Index as reported by the Bureau of Labor Statistics for the month of April, 1980, shall be the base index for a second cost of living review. In the event that the index in April, 1981 shall exceed an increase of five and one-half percent (5 1/2%) of the April, 1980 base index, the wage rates shall be increased by one cent (1¢) per hour for each full.3 increments of the index over

* The Cost of Living and Inflation Protection Adjustments provisions as set forth in Appendix A.I. (1), (2) and (3) of the Collective Bargaining Agreement shall be inoperative for the life of the current labor Agreement.